



November 29, 2018

SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 19-003MS

SECTION I

INVITATION

The City of Corona invites proposals from qualified Consultants for:

City of Corona Police Department Operational Performance Consulting Services

The City wants to qualify a Consultant to provide an evaluation of the operational performance of the City of Corona Police Department. Proposals will be evaluated on the following criteria: **Qualifications of Firm, Qualifications of Personnel, Related Experience, Completeness and Timeliness of Response, Reasonableness of Cost and Price**

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

The City of Corona, Purchasing Division ("City") will receive sealed Proposals for the City of Corona Police Department Operational Performance Consulting Services at the office of the Purchasing Division no later than **January 15, 2019 at 10:00AM PST**. Proposals received after this time will be returned unopened. Proposals shall be valid for ninety calendar days after the opening date.

Proposals must be submitted on the City's Forms.

**CITY INSURANCE REQUIREMENTS HAVE BEEN UPDATED/HAVE BEEN
CHANGED
REFERENCE INSURANCE REQUIREMENTS FORM IN SECTION VI AND
AGREEMENT SAMPLE PARAGRAPH 3.2.10 IN SECTION VII**

Consultants may obtain a copy of the Contract Documents from the City's website at www.discovercorona.com

Award of Contract: The City shall award a Contract for the Project to the consultants who best meet the qualifications of this RFP. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids.

For further information, contact Scott Briggs at scott.briggs@CoronaCA.gov

Tentative RFP Schedule
(Subject to change at City's discretion)

1. Issue RFP	November 29, 2018
2. Advertise RFP in local newspaper	December 5, 2018
3. Written Questions from Consultants due	December 14, 2018
4. Responses from City Due	December 20, 2018
5. Proposals Due (date and time)	January 15, 2019 at 10:00 A.M. PST
6. RFP Evaluation Completed	January 22, 2019
7. Consultant Selection	January 22, 2019
8. City Council Award	February 6, 2019

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SECTION II

SCOPE OF WORK

A. Background:

The City of Corona is located approximately forty-five miles southeast of Los Angeles in Western Riverside County. The City limits encompass thirty-nine square miles and the population is over one hundred and sixty thousand. A city whose heritage spans more than a century, Corona has emerged as an ethnically diverse community, where a significant percentage of the population is made up of young, well-educated families.

The Corona community boasts many amenities that provide a first-rate quality of life for residents. The City has more than three hundred and ninety-four acres of parks, with sports fields, basketball courts, playgrounds, tennis courts, two skateparks and an outdoor pool.

The City of Corona is a general law city governed with a Council-Manager form of government, with a five-member City Council elected by district for four-year terms and a Mayor selected at large by the City Council. Each December, the Council meets and chooses one of its members as Mayor and one as Vice Mayor. The Mayor is the presiding officer of the Council. The Mayor and Council appoint City Manager who is responsible for the administration of City Council policy.

The City of Corona employs over seven hundred full-time and part-time employees. Employees work in the following divisions and departments: Administrative Services, Animal Services & Enforcement, Building, City Clerk, City Manager's Office, Community Development, Community Information, Code Enforcement, Department of Water and Power, Economic Development, Finance, Fire Department, Human Resources, Information Technology, Legal and Risk Management, Library and Recreation, Maintenance, Planning, Police, Public Works and Purchasing.

Public Safety efforts by the Corona Police Department have resulted in decreasing crime rates and quick response times.

Police Department

The Corona Police Department has been in existence for over 100 years and is committed to maintaining a safe community by providing extraordinary law enforcement service with an emphasis on professionalism, accountability and respect. The Police Department also carries the responsibility to maintain the City's animal shelter.

The Police Department is a full-service organization consisting of Police Administration, Patrol Bureau, Special Enforcement Bureau, Animal Service and Enforcement Unit, Communication Center, Investigations Bureau, Records, and Other Services, that are all headed by the Chief of Police. The Chief is supported by fifteen (15) Police Administration Staff to ensure the consistent operation of the divisions. There are currently three (3) Police stations including zone offices, a shooting range and training facility. The department employs 213.4 full-time and part-time employees and has a fiscal year 2018-19 operating budget of \$45.5 Million. An acceptable

standard for quantifying adequate police staffing is the number of officers per-thousand residents. A minimum of one (1) officer per thousand is recommended and generally used as a common measure for staff evaluations.

The Police Department is heavily reliant on technology. When a call for service is received by the Communications Center, the information is entered into a Computer Aided Dispatch (CAD) system that assigns the call a priority designation (1- Emergency, 2 - Urgent, 3 -Routine, etc.). Dispatchers then relay the call information to police units in both voice and digital format, as police units have mobile data computers (MDCs) installed. Officers can obtain additional information through their mobile computers and perform additional activities, such as mobile maps, checking prior activity at addresses, running vehicle license plates, and checking persons for warrants. The Communications Center receives more than 100,000 telephone calls. The goal of the Corona Police Department is to respond to emergency priority 1 calls within five (5) minutes. Once criminal or civil reports are completed, it is entered into the Records Management System (RMS) where it is maintained and transmitted for local, County, State, and Federal system requirements, but also enables the performance of crime analysis, calls for service analysis, statistics, and other functions. Citizens also have the capability of filing minor crime reports online if they do not desire to have an officer respond. Calls and crime mapping are available on the web to our residents to keep them informed as to crime and police activity in the community. The department also utilizes various social media applications such as Facebook and Nixle to communicate with the community.

Last fiscal year, the Department responded to over 400,000 priority 1 calls within five (5) minutes or less. Efforts to complete an electronic web-based subpoena program with Riverside County and a department wide audit of the manual was accomplished. Corona PD was one of the first law enforcement agencies to participate in the National Police Data Initiative for transparency. Additional efforts are being made to collect real-time crime trend data and enhance community involvement and wellness with the “Run with A COP” Anti-Childhood Obesity Project.

Plans in the current fiscal year include responding to Priority 1 calls in five minutes or less, complete migration of the radio system into Riverside County’s Public Safety Enterprise Communications (PSEC) System for enhanced radio interoperability and go-live of the new Records Management System/Computer Aided Dispatch software system. The Department is working to complete the City Unified Camera Project Phase II this fiscal year 2018-19. Continued efforts are being made to seek opportunities in force multiplication and establishment of partnerships that provide public safety benefits for the community.

B. Purpose of Project:

This Request for Proposals is being completed for the City with the goal of awarding an agreement to a Consultant to provide the Public Safety Operational Performance Consulting services. The purpose of the Public Safety Operational Performance Consulting Services RFP is to solicit submissions from consultants who demonstrate the ability to develop an organizational strategy that outlines five-year goals for the Police Department, with more specific set of objectives and a plan for implementation of the first three years of the plan’s timeframe. The City understands that there are a variety of perspectives, models, and approaches that can be used to develop a strategic planning document; therefore, the selected consultant will be expected to recommend a model or

model(s) that will enable the Police Department to complete its organizational and programmatic goals while falling in line with the 2014 – 2019 Corona Strategic Plan.

C. Scope of Work Description:

This scope of work establishes the minimum requirements for providing Public Safety Operational Performance Consulting Services to the City of Corona. The Consultant is required to meet all specifications listed herein, as minimum, and is required to submit a firm fixed cost for all commodities/services. The Consultant shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. Consultant shall provide all labor, materials, equipment and mobilization to complete the services for the City of Corona.

The Consultant shall:

Develop a comprehensive Public Safety Operations Performance Review Assessment that includes organizational structures, work plans, and service level goals that operationally align Corona, Riverside County, Cal Fire, California Highway Patrol, and other surrounding first responders. Perform comparative analyses on Corona's experience and working knowledge of the PSEC radio system migration, Computer Aided Dispatch/Records Management System (CAD/RMS) deployments, and unique dispatching protocols for Corona in relation to surrounding cities and the County of Riverside. Develop an implementation plan to improve Public Safety operational efficiencies over a five (5) year period with detailed work plans for the first three (3) years and following with a two (2)-year strategic plan for continued operational performance improvements.

The anticipated scope of work may include:

- Review of current operations including mission, goals, policies, practices, facilities, equipment, programming, organization and staffing levels.
- Develop a profile of current police operations and support which addresses the overall approach, deployment, staffing, financing and scope of the different Public Safety areas of responsibility.
- A comparison of best practices in use of technical advances in emergency response to enhance the city's current law enforcement.
- Review and analyze growth projections, transportation issues, water distribution systems, demographic, geographic characteristics and other factors that will impact the provision of the services listed above.
- Assess and evaluate current and future service levels, service demands and standards for service delivery including but not limited to staffing (including support staff), equipment needs, types and location of facilities and crime prevention. This must include the impact of mutual and automatic aid agreements.
- Evaluate current public safety facilities relative to current and future staffing, parking, equipment storage, and training needs.

- Identify public safety efficiencies as it relates to shared assets.
- Develop a plan and make recommendations for improving future Public Safety assessments such as California Commission on Peace Officer Standards and Training (CA Post) or Police Executive Research Forum (PERF)
- Compare and benchmark other rapidly growing nearby police departments. The City would also like a baseline and comparative metrics with other like cities to help in evaluating future decisions.
- Provide empirical and objective ways to identify most efficient staffing levels for demand.
- Identify performance-based metrics and key indicators that allow for future requests for additional staffing.
- Determine the appropriate allocation and deployment of staff to meet demand in relation to the character of the community and CAD data. Answer the questions of how many, what kind and how to deploy.
- Compare a move from per capita, authorized budget or minimum manning models to an actual workload approach. Examine CAD data to determine actual demand and supply of resources. Workload demands should be modeled and placed in context with other operational demands of the department as to avoid calls for service (CFS) only bias. Information should be captured and examine over a minimum of two (2) years of data focusing on workload, response times, deployment and types of calls.
- Compare the CFS volume contrasted with minimum available staffing with consideration that CFS rate and peak demand staffing are major factors in determining effective resource allocation. A deeper understanding of the types of CFS calls and quality of those calls should also be analyzed to help the City understand makeup, allocation and deployment of resources along with best practices given the data and performance metrics.
- Conduct in-depth interviews with City Officials and the Police Chief, Police Captains, the Corona Police Association representatives, City Manager's Office, representatives from key City departments and other appropriate parties to gain an understanding of the function and operations of the Corona Police Department and how they align with the City's Public Safety Strategic Plan.
- Develop recommendations for a Public Safety incident prevention program and program performance metrics based on incident reporting data, cost-benefit, and gap analyses methods.
- Review and assess current City documentation such as Police department mission statements, strategic planning efforts, goals and objectives, organizational charts, budget, staffing levels, response policies, shift schedules and other relevant documents such as the City's general plan, development agreements and future annexation plans.

- Standards of Coverage analysis with geographic mapping and incident response statistics for all types of emergency response services from CAD.
- Use GIS Mapping software to analyze current crime trends and to direct future police models.
- Perform analysis on Police Department incident response times to review statistics of prior performance
- Perform Strengths Weaknesses Opportunities and Threats (SWOT) analysis or similar methodology in surveying staff to identify department perceptions and expectation of Corona's Public Safety Service levels.
- Perform SWOT analysis or similar methodology in surveying nonpublic safety department staff to identify department Public Safety service level perceptions and expectations of meeting their needs.
- Perform GAP analysis to make recommendations that will maximize the effectiveness of the current Police Department operations and resources.
- Identify current work load and forecast future workload to evaluate current and future Police Department staffing, major equipment, and facility's needs.
- Develop and Present recommendations to improve cross-departmental communication and collaboration for current state of public safety operations and future state as a result of GAP Analysis results.
- Review and assess current key metric indicators and calculation validity that drive operational performance service levels and resource decision making. Identify both current and future metrics that will help the evolution of the department to meet future policing needs.
- The consultant will meet and discuss recommendations including the implementation component with the City Management Staff.
- Prepare and present the Final Report with implementation plan component to the City Executive Staff and City Council for acceptance.

Permissible work hours for scope of work directly involving City staff are to be performed from 7am to 5pm Monday through Friday excluding City observed holidays. Any deviations will need to be pre-approved by the project manager.

D. Minimum Qualifications

Consultant must meet these minimum qualifications at the time their proposal is submitted to the City:

- Have relevant experience performing Public Safety Operational Performance Consulting Services.
- Provide a list of three (3) references of completed projects for public agencies within the last five (5) years
- Consultant shall not have former/current City of Corona employees assembled on their project team.

The City encourages consultants to be creative and educational in their responses to this RFP. While the proposal format must be consistent with the requirements of this RFP, if the consultant believes that additional performance review methods not identified in the RFP scope would be beneficial to the City, the consultant is encouraged to include these methods in their proposal.

INITIAL AGREEMENT TERM:

The initial agreement term is estimated to begin on March 2019 and run through August 2019. Pricing terms shall remain effective and in force for the entire Agreement Term.

AGREEMENT RENEWAL:

City reserves the right, at City's sole discretion, to extend the agreement for up to six (6), months as referenced below under the same terms and conditions as the original agreement, upon execution of an Amendment to the Agreement by both parties. Should the City elect to exercise its option to extend any agreement for the additional contract period(s), the Parties shall negotiate pricing for each such renewal term prior to commencement of the option period.

The estimated term of the optional six-month extension if exercised, would be September 2019 through February 2020.

The optional six-month term shall become effective only upon issuance by the City of a duly authorized Purchase Order. Pricing shall remain effective and in force for the entire Amendment Term.

SECTION III

RFP INSTRUCTIONS

A. Pre-Proposal Meeting

“NOT APPLICABLE”

B. Examination of Proposal Documents

By submitting a proposal, Consultants represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.

The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any Consultant for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a “No Offer” letter is considered a response.

Before submitting proposals, Consultants must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Consultants’ own risk and they cannot secure relief on the plea of error.

C. Addenda

Substantive City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

D. Informed Consultants

Before submitting proposals, Consultants must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Consultants’ own risk and they cannot secure relief on the plea of error.

E. Clarifications

1. Examination of Documents

Should a Consultant require clarifications of this RFP, the Consultant shall notify the City in writing in accordance with Section E.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this RFP and will be posted on the City of Corona www.coronaca.gov

2. Submitting Requests

All questions, clarifications or comments shall be put in writing and must be received by the City no later than December 14, 2018 at 5:00 PM PST, and must be emailed to Scott Briggs at scott.briggs@coronaca.gov. Inquiries received after this date and time indicated will not be accepted.

3. City Responses

- a. Responses from the City will be communicated in writing to all known recipients of this RFP, by way of Addendum via e-mail and posted on the City's website, no later than 72 hours prior to Proposal Due Date and Time.
- b. It is the responsibility of Consultants to make sure they have received all addenda prior to submitting their proposal. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the Proposal Due Date and Time, the Proposal Due date will be extended.

F. Submission of Proposals

1. Date and Time

It is the City's preference for all proposals to be electronically submitted via e-mail to Scott.Briggs@Coronaca.gov by 10:00 AM PST. January 15, 2019. Proposals may be mailed, or hand delivered to the Corona Administrative Services Department – Purchasing Division, 400 South Vicentia Ave., Suite 320, Corona, CA 92882. All proposals must be identified with the RFP number written on the outside of the envelope or referenced in the title of the electronic file submitted. Any proposals received after the Closing time of January 15, 2019 10:00 AM PST. will be rejected by the City as non-responsive.

All proposals are to be submitted to City of Corona Administrative Services Department, Attention: **Scott Briggs**, no later than:

January 15, 2019 at 10:00 AM PST

Proposals received after that date and time will be rejected by the City as non-responsive (NO EXCEPTIONS).

2. Address

If submitted by mail, Proposals shall be addressed as follows:

**City of Corona, Purchasing Division
Attn: Scott Briggs
400 South Vicentia Ave, Ste. 320**

Corona, CA 92882

Proposals may be delivered in person or by other delivery methods. It is the sole responsibility of Consultants to ensure that their proposals are received at the time and place indicated in the RFP.

Late or misdirected proposals shall be rejected and unopened without exception. Postmarks are not accepted.

Proposals shall not be sent via fax.

3. Identification of Proposals

The proposal package shall be addressed as shown above, bearing the Consultant's name and address and clearly marked as follows:

**“RFP No. 19-003MS
CITY OF CORONA POLICE DEPARTMENT OPERATIONAL PERFORMANCE
CONSULTING SERVICES”**

4. Acceptance of Proposals

The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any Consultant responding to this RFP.

The City reserves the right to postpone proposal opening for its own convenience.

G. Proposal Withdrawal

Prior to the proposal opening, a proposal may be withdrawn by the Consultant only by means of a written request signed by the Consultant or its properly authorized representative. Such request must be received by Scott Briggs. After that time, consultants may not withdraw their proposals for a period of ninety (90) days from the Proposal Submittal Deadline. At no time may the successful consultant(s) withdraw their proposal(s).

H. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Consultant in:

- a. preparing its proposal in response to this RFP;
- b. submitting the proposal to City;
- c. negotiating with City any matter related to the proposal; or

- d. any other expenses incurred by the Consultant prior to date of award, if any, of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

I. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected Consultant(s) should negotiations with the selected Consultant(s) be terminated, to negotiate with more than one Consultant simultaneously, or to cancel all or part of this RFP.

J. Acceptance of Order

The successful Consultant(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

K. Vendor Performance

It is the intent of the City to create a long-term working partnership with the Consultant. The City's representative will be completing a Vendor Performance Evaluation Form on a periodic basis. An example of this type of form can be reviewed in Section VI. This type of form will be the basis for conversations between the vendor and the City around contract performance metrics.

L. City of Corona Business License

The successful consultant(s) and any sub-consultants are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal. The Business License is not a prerequisite for submission of a proposal. Inquiries regarding the City Business License may be answered by calling 951-736-2275 or visiting the website: <https://corona.hdlgov.com/Home/Index/BusinessLicense>

M. Laws Governing Contract

This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

N. Primary Consultants

No person, organization, or corporation is allowed to make, submit, or be interested in more than one Proposal unless in a sub-contractual relationship with respect to the Proposals. A person, organization or corporation submitting sub-proposals or quoting prices on materials to Consultants is prevented from submitting a Proposal to the City as a primary Consultant.

O. Insurance Requirements

Participants in this RFP are encouraged to have their insurance provider(s) review the Insurance Requirements in Section VII, Form of Agreement, Subsection 3.2.10 et seq. prior to submission of a Proposal to make sure that the requirements can be met by their firm.

P. Public Records

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each proposal which Consultant considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by Consultant. The City of Corona will use its best efforts to inform Consultant of any request for disclosure of any such document. **The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.**

In the event of litigation concerning disclosure of information the Consultant considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a Public Records Act request for any of the contents of a Consultant's proposal marked "Confidential", "Proprietary", or "Trade Secret", Consultant shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, Consultants are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City of Corona shall not in any way be held responsible for disclosure of any "Confidential," "Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

Q. Participating Government Agencies

Consultants may extend the pricing, terms and conditions of (RFP) No. 19-003MS, City of Corona Police Department Operational Performance Consulting Services to other government agencies. Participating agencies may enter into a contract with the Consultant for the purchase of the same commodities based on the terms, conditions and prices, offered by the Consultant to the City of Corona for this RFP. Any additional terms and conditions not established from (RFP) No. 19-003MS will need to be negotiated directly between the Consultant and the participating agency.

SECTION IV

PROPOSAL CONTENT

A. Presentation

Proposals should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise

1. **Cover Letter:** Proposals shall contain the following information in a cover letter:
 - a. identification of Consultant, including name, address and telephone;
 - b. proposed working relationship between Consultant and subConsultants, if applicable;
 - c. acknowledgment of receipt of all RFP addenda, if any;
 - d. name, title, address and telephone number of contact person during period of proposal evaluation;
 - e. a statement to the effect that the proposal shall remain valid for a period of not less than 60 days from the date of submittal; and
 - f. signature of a person authorized to bind Consultant to the terms of the proposal.

Following the cover letter, proposals should address the following items in turn:

2. **Technical Proposal:**

- a. **Project Approach:**
 - i. Describe how your proposed approach and methodology addresses the City's needs as expressed in the RFP.
- b. **Work Plan:** This section must contain sufficient detail to convey to members of the evaluation team your firm's knowledge of the subjects and skills necessary to successfully complete the project.
 - i. Describe your plan for accomplishing the tasks described in the Scope of Work.
 - ii. Describe personnel working on the project, their tasks, and their time commitments.
 - iii. Describe any enhancements or procedural or technical innovations that would further the purpose and outcomes of this RFP.
- c. **Project Schedule:**
 - i. Describe when various elements of work would be completed and when deliverables would be provided after work begins.
- d. **Deliverables:**
 - i. Describe fully any deliverables that will be due under the contract, based on the Scope of Work.

3. Qualifications of Company Personnel (Experience)

- a. Completed Consultant Information Form (attached)
- b. Completed Consultant Experience Form (attached)
- c. Disclosures:
 - i. Consultant must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Consultant or in which the Consultant has been judged guilty or liable.
- d. Team Structure:
 - i. Describe your firm's organizational chart, identify who will have overall responsibility for the work, and include the lines of authority between team members up to this senior level.
- e. Sample Work & References
 - i. Describe samples of work from other, similar projects that demonstrate your firm's capability to accomplish the work describe in this RFP.
 - ii. Provide at minimum, three references from projects cited as related experience; reference shall furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant may supply references from other work not cited in this section as related experience.

4. Schedule, Cost, and Quality Control Ability

- a. Response must demonstrate consultant's ability to manage the time schedule and cost throughout all phases of the project. Describe the method(s) your proposed team will employ this project.
- b. Response must demonstrate the firm's ability to provide quality control oversight of the team's activities meeting the specified project scope requirements throughout all phases of the project. Describe the methods(s) your proposed team will employ for this project.

5. Reasonableness of Cost and Price

- a. Proposed pricing must be reflective of fair market pricing for the services performed in the form of firm-fixed prices and/or hourly rates and must be competitive in comparison to other proposals received.
- b. Response must provide adequate supporting data for propose pricing
- c. Response must include reasoning to determine the proposed pricing can meet the scope of work requirements.

i. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP on the Price Form where indicated. Consultants are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

ii. Appendices

Information considered by Consultant to be pertinent to this RFP and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

iii. Licensing and Certification Requirements

By submitting a proposal, Consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFP are currently held by Consultant and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in Consultant's response. Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.

iv. Fee Proposal

Consultant shall include a schedule of fees for each line of service included in Consultant's proposal and complete and sign the Price Form in Section C. below in its entirety. **(Fee Proposal must be submitted in a sealed envelope separate from proposal documents and marked "Price Form")**.

All prices shall be quoted F.O.B. destination, Corona, California. All shipping, handling and freight charges must be shown separately on the Price Form.

v. Ownership of Contract Documents

All Contract Documents furnished by the City are City property. They are not to be used by Consultant or any Subconsultant on other work nor shall Consultant claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of the Work.

vi. Prohibited Interests

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall be or become directly or indirectly interested financially in the Contract.

vii. Proposal Checklist

- Letter of Transmittal
- Technical Proposal
- Price Form
- Non-Collusion Declaration
- Acknowledgment of the Terms and Conditions of the Agreement
- Insurance Requirements Check Sheet Acknowledgement
- Insurance Requirements Check Sheet
- Vendor Performance Evaluation Form Acknowledgement

MODIFICATIONS OF PROPOSALS

Each Consultant shall submit its Proposal in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Proposal may render it non-responsive and may cause its rejection. Proposals shall neither delete, modify, nor supplement the printed matter on the Proposal Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

SECTION V

EVALUATION AND AWARD

The City is soliciting Consultants who have established knowledge and expertise in all aspects of the services requested in this RFP.

A. Evaluation Criteria

The following weighting and points will be assigned to the Proposal for evaluation purposes:

- 1. Qualifications of Firm – 25%**
 - Strength, stability, experience and technical competence of the firm
 - Logic of project organization
 - Adequacy of labor and resource committed to the project
- 2. Qualifications of Personnel – 25%**
 - Qualifications, education and experience of project staff
 - Key personnel's level of involvement in performing related work
- 3. Related Experience – 25%**
 - Experience in providing services like those requested herein
 - Experience working with public agencies
 - Client references
- 4. Completeness and Timeliness of Response – 10%**
 - Completeness of response in accordance with RFP instructions
 - Exceptions to or deviations from the RFP requirements
 - Inclusion of required licenses and certifications of the firm and key personnel performing the project
- 5. Reasonableness of Cost and Price – 15%**
 - Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm fixed prices with other proposals received
 - Adequacy of the data in support of figures quoted
 - Basis on which prices are quoted

The City reserves the right to negotiate with each Consultant a Best and Final Offer

Consultant must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Consultant or in which the Consultant has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any Proposals. The City reserves the right to reject any Proposals based upon the Consultant's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

B. Evaluation Procedure

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may do any or all of the following:

1. generate a “short list” and conduct interviews with the top candidates;
2. conduct on-site visits and/or tours of the candidates’ places of business;
3. conduct negotiations with the most qualified candidate(s).

Consultants should be aware, however, that award may be made without Consultant visits, interviews, or further discussions or negotiations.

C. Award

Depending on the dollar amounts of the proposals received, City staff will either select Consultant(s) best meeting the above-specified criteria or submit a recommendation to City Council for consideration and selection, the proposal(s) evaluated by staff to be the most qualified.

The City anticipates making final selections and awards on or about February 6, 2019.

In addition, negotiations may or may not be conducted with Consultants; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any Consultant.

SECTION VI

CONSULTANTS ACCEPTANCE OF TERMS

REQUEST FOR PROPOSALS: RFP No. 19-003MS

DESCRIPTION OF RFP City of Corona Police Department Operational
Performance Consulting Services

CONSULTANT'S NAME/ADDRESS: _____

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE _____

Please provide detailed costs of total project listing all the tasks and their individual costs. Additionally, provide standard schedules of charges that include hourly rates for professional services, overhead and direct costs.

Consultant shall complete the following required information:

Consultant's Acknowledgement of His Understanding of the Terms and Conditions.

Signature below verifies that Consultant has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No. (circle one). If you answered "Yes", please provide detail of said additional costs: _____

Please indicate any exceptions to or deviations from the RFP Requirements here.

Have you included in your proposal all informational items and forms as requested? Yes / No
(circle one). If you answered “No”, please explain: _____

Have you been or are you on any federal list of debarred or suspended Consultants?
Yes / No (circle one)

This offer shall remain firm for ninety (90) days from RFP close date.

Terms and conditions as set forth in this RFP apply to this solicitation.

Cash discount allowable _____% _____ days; unless otherwise stated, payment terms are: Net
thirty (30) days.

In signing this proposal, Consultant warrants that all certifications and documents requested herein
are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate
all Addenda to this RFP received by your firm, and the date said Addenda was/were received. It
is the Consultant’s responsibility to ensure that all addendums are received. Failure to
acknowledge receipt of addenda may cause the City to reject the proposal as non-responsive.

Verification of Addenda Received

Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER’S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

IF NOT SUBMITTING A PROPOSAL, PLEASE STATE REASON(S) BELOW:

PARTY SUBMITTING PROPOSAL: _____

**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the _____ [title] of
_____ [Consultant], the party making the foregoing
proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The Consultant has not directly or indirectly induced or solicited any other Consultant to put in a false or sham proposal. The Consultant has not directly or indirectly colluded, conspired, plotted, or agreed with any Consultant or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The Consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Consultant or any other Consultant, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Consultant. All statements contained in the proposal are true. The Consultant has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Consultant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[date], at _____ [city], _____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Proposal

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
CORONA PROFESSIONAL SERVICES AGREEMENT**

(To be Completed and Submitted with Consultant's Proposal)

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the agreement, as presented, without exception, for the City's RFP No.19-003MS; City of Corona Police Department Operational Performance Consulting Services.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET

(To be Completed and Submitted with Consultant's Proposal)

This is to acknowledge that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City's preliminary review. Any deductibles or self-insured retention amounts have been specified below for City's review and approval.

Deductible Amounts/Self-insured Retentions:

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

**RFP No. 19-003MS City of Corona Police Department Operational Performance
Consulting Services**

**Insurance Requirements Check Sheet
(To be Completed and Submitted with Consultant's Proposal)**

Consultant Shall Present any insurance exceptions that do not meet the City's minimum insurance requirements. Exceptions will be evaluated by the City and are subject to acceptance at the City's discretion

	Circle One	Applicable
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?	Yes No	YES
Can your company provide Automobile Liability - \$1M?	Yes No	YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?	Yes No	YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$1M occurrence or claim/\$2M aggregate?	Yes No	YES
<div style="background-color: black; width: 100%; height: 20px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>
<div style="background-color: black; width: 100%; height: 20px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>
<div style="background-color: black; width: 100%; height: 20px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California ?	Yes No	YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California?	Yes No	YES

Insurance Endorsements

General Liability		
(Occurrence form CG 0001)	Circle One	Applicable
Will your company provide an insurance policy that states the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith?	Yes No	YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract provided such contract was executed prior to the date of loss?	Yes No	YES
Can your company provide Completed Operations as evidenced with the following endorsements?		YES
Endorsement form CG 20 10 11 85 -OR-	Yes No	YES
CG 20 37 and one of the following	Yes No	YES

CG 20 10	Yes	No	YES
CG 20 26	Yes	No	YES
CG 20 33	Yes	No	YES
CG 20 38	Yes	No	YES
Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary and any City insurance will be in excess of the consultant's insurance and will not be called upon to contribute? Endorsement Form shall be as broad as CG 20 01 04 13.	Yes	No	YES
Automobile Liability			
	Circle One		Applicable
Does your insurance cover owned automobiles with Form number CA 0001 code 1 (any auto)?	Yes	No	YES
If your company does not have owned automobiles, does your insurance cover No Owned Autos Code 8 (hired) and 9 (non-owned)?	Yes	No	YES
Workers' Compensation			
Will your company provide a waiver for all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant?	Yes	No	YES
Will your company provide a Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant?	Yes	No	YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?	Yes	No	YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?	Yes	No	YES
Does your insurance have any deductibles and/or self-insurance retentions?	Yes	No	YES
Professional Liability			
Can your company provide errors and omissions liability insurance appropriate to its profession with minimum limits of \$1,000,000 per occurrence or claim/\$2,000,000 aggregate?	Yes	No	YES
Is the coverage on a claims-made basis?	Yes	No	YES
If the coverage is on a claims-made basis, can you maintain and provide evidence of insurance for a period of five (5) years or purchase extended reporting coverage if coverage is not renewed?	Yes	No	YES

Use the space below to explain any "No" responses.



Vendor Performance Evaluation Form

Department:			Division:	
Prepared By:			Title:	
Vendor Name:				P.O. #:
Contract Amount: \$			Change Order Amount: \$	
Project Name:				
Description of Project:				
Date Prepared:				
Performance Evaluation Period: (select one)				
Weekly <input type="radio"/>	Monthly <input type="radio"/>	Quarterly <input type="radio"/>	Annually <input type="radio"/>	Other <input type="radio"/>
Vendor Category: (select one)				
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning. <input style="float: right;" type="radio"/>			Professional Service - unique, technical, and/or infrequent functions performed by an independent Consultant/vendor qualified by education, experience, and/or technical ability to provide services. <input style="float: right;" type="radio"/>	
Products - a supplier of a tangible object that is manufactured or refined for sale. <input style="float: right;" type="radio"/>			Software - a supplier of technology infrastructure or any license/maintenance based, or cloud based software, requiring access to the City's information technology system. <input style="float: right;" type="radio"/>	
Evaluation Score Range and Criteria Factors				
EXCELLENT	ABOVE AVERAGE	AVERAGE	BELOW AVERAGE	UNSATISFACTORY
5 (4.50-5.00)	4 (3.20-4.49)	3 (2.60-3.19)	2 (1.81-2.59)	1 (1.00-1.80)

1. *Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.*
2. *Quality of Work Performed: A measure to determine if the actual performed met the quality desired.*
3. *Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.*
4. *Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.*
5. *Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.*
6. *Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.*
7. *Customer Service: How knowledgeable was the vendor regarding the product or service, was the vendor proactive in addressing City staff problems or concerns regarding the product or service.*
8. *Overall Timeliness of Invoices: Invoices for payment were submitted on a timely basis reflective to the contract.*
9. *Overall accuracy of Invoices: Invoices for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data*

For each category identified below, enter the score (1 – 5) with 1 being unsatisfactory and 5 being excellent

Evaluation Criteria	Evaluation Score				
1. <i>Quality of Goods and Services</i>	5	4	3	2	1
2. <i>Quality of Work Performed</i>	5	4	3	2	1
3. <i>Timeliness of Delivery of Goods</i>	5	4	3	2	1
4. <i>Compliance with Law and Regulations</i>	5	4	3	2	1
5. <i>Safety and Protection</i>	5	4	3	2	1
6. <i>Appropriate of Tools/Technology</i>	5	4	3	2	1
7. <i>Customer Service</i>	5	4	3	2	1
8. <i>Overall Timeliness of Invoices</i>	5	4	3	2	1
9. <i>Overall accuracy of Invoices</i>	5	4	3	2	1

ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for regular conversations with the City around contract performance metrics.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

SECTION VII.

AGREEMENT SAMPLE

CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT WITH [*INSERT NAME***]**

([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [***INSERT TYPE OF SERVICES***] services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the [***INSERT NAME OF PROJECT***] project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional *****INSERT TYPE OF SERVICES***** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from *****INSERT START DATE***** to *****INSERT ENDING DATE***** ("Term"), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a "Renewal Term. The terms "Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Consultant. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent Consultant basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: *****INSERT NAMES*****.

3.2.5 City's Representative. The City hereby designates Darrell Talbert, City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's

Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility: SubConsultants, Consultants, Sub-subConsultants and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subConsultants, consultants, sub-subConsultants and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility: Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subConsultants, consultants, sub-subConsultants or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained

by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed *****INSERT WRITTEN DOLLAR AMOUNT***** (\$*****INSERT NUMERICAL DOLLAR AMOUNT*****) ("Total Compensation"), without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant

to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

INSERT NAME, ADDRESS & CONTACT PERSON

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Darrell Talbert, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subConsultants, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement

amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: _____

[***INSERT NAME***]
[***INSERT TITLE***]

Attest: _____

[***INSERT NAME***]
City Clerk

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

[*INSERT NAME OF CONSULTANT***]**
a **[***INSERT TYPE OF LEGAL ENTITY***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

**EXHIBIT “A”
SCOPE OF SERVICES**

*****INSERT SCOPE*****

**EXHIBIT “B”
SCHEDULE OF SERVICES**

*****INSERT SCHEDULE*****

**EXHIBIT “C”
COMPENSATION**

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES*****